



**Regular Meeting of the Bedford City Council
Tuesday, June 9, 2026 at 6:00 p.m.
Bedford City Hall
2000 Forest Ridge Drive
Bedford, Texas 76021**

**COMPLETE COUNCIL AGENDAS AND BACKGROUND INFORMATION ARE AVAILABLE FOR REVIEW
ONLINE AT <http://www.bedfordtx.gov>**

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS *(The public is invited to address the Council on any topic. Citizens desiring to speak on Public Hearing(s) must do so at the time the Public Hearing(s) are opened. In order to speak during Public Comments a person must first sign in with the City Secretary prior to the Regular Session being called to order. Speakers will be called upon in the order in which they sign in. Any person not signing in prior to the commencement of the Regular Session shall not be allowed to speak under Public Comments. Further, Public Comments is limited to a maximum of 3 minutes per speaker.)*

CONSIDER APPROVAL OF ITEMS BY CONSENT *(Consent items are deemed to need little Council deliberation and will be acted upon as a business item. Any member of the City Council may request that an item be withdrawn from the Consent Agenda and placed before the City Council for full discussion. Approval of the Consent Agenda authorizes the City Manager, or a designee, to implement each item in accordance with staff recommendation.)*

1. [Consider approval of the following City Council minutes:](#)
 - a) [May 26, 2026 regular meeting](#)
2. [Consider a resolution authorizing the City Manager or her designee to enter into a one-year agreement with four one-year renewal options for the purchase of water treatment chemicals and replacement parts from Petra Chemical Company for an annual amount of \\$30,726, totaling \\$153,630 if all extensions are exercised.](#)
3. [Consider a resolution approving the installation of a stop sign at the intersection of Oak Cove Lane and Edgewater Drive.](#)

NEW BUSINESS

4. [Consider a resolution authorizing the City Manager or her designee to execute a design contract with Freese and Nichols, Inc. for the design of HC-1 Bank Stabilization and Sewer Design in an amount not to exceed \\$383,500.](#)

REPORTS

5. Mayor/Council Member Reports
6. City Manager/Staff Reports

EXECUTIVE SESSION

To convene in closed session, in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:

- a) Pursuant to Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – City Manager review.

7. Take any action necessary as a result of the Executive Session.

(Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in a closed meeting with its attorney and to receive legal advice regarding any item listed on this agenda.)

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: **Wednesday, June 3, 2026 at 5:00 p.m.**, and remained so posted at least 3 business days before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations must be requested in writing to the City Secretary's Office a minimum of seventy-two hours (72) hours prior to the scheduled starting time of the posted meeting. Requests can be delivered in person or mailed to the City Secretary's Office at 2000 Forest Ridge Drive, Bedford, TX 76021, or emailed to citysecretary@bedfordtx.gov. Some requests may take longer due to the nature, extent and/or availability of such auxiliary aids, services or accommodations.)

[Pursuant to Sec.551.043\(c\) Texas Government Code](#)
[Fiscal Year 2025-26 Budget and Taxpayer Impact Statement](#)



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 6/9/2026

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) May 26, 2026 regular meeting

DISCUSSION:

N/A

ATTACHMENTS:

[May 26, 2026 regular meeting](#)

Council Minutes May 26, 2026

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Regular Session at 6:00 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 26th day of May, 2026 with the following members present:

Dan Cogan	Mayor
Nichelle D. Dawkins	Mayor Pro Tem
Joy Donovan Brandon	Councilmembers
Rob Gagliardi	
Shelly Lemman	
Amy Sabol	

constituting a quorum.

Councilmember Farco was absent from the meeting.

Staff present included:

Andrea Roy	City Manager
Mark Long	Assistant City Manager
Bryn Meredith	City Attorney
Michael Wells	City Secretary
Molly Fox	Communications Director
Bobby LaPenna	Police Chief
Wes Morrison	Development Director
Brandi West	Special Projects and Risk Manager

REGULAR SESSION

The Regular Session began at 6:00 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Cogan called the meeting to order.

INVOCATION

Councilmember Donovan Brandon gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledges of Allegiance to the flags of the United States and Texas were given.

PUBLIC COMMENTS

Hannah Bell, 6837 Routt Street, Fort Worth - Ms. Bell signed up to speak about ONSTAGE in Bedford. She expressed gratitude to the City for providing an affordable home for community

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theater for several decades and for supporting arts and culture in Bedford. She stated that the partnership allowed generations of residents to participate in and experience live theater and helped foster a collaborative arts environment for multiple artistic groups. Ms. Bell noted that ONSTAGE supports the planned renovations to the Old Bedford School and appreciates the City's continued investment in the arts but said the loss of the longstanding partnership was difficult for the organization and community. She concluded by stating that ONSTAGE remains committed to serving Bedford and the arts community through continued productions and support for local artists and audiences.

COUNCIL RECOGNITION

- **Recognition of the graduates of the 2026 class of Bedford University.**

The graduates of the 2026 class of Bedford University were recognized as follows: John Andersen, Anthony Bissell, Marie Bulone, Domenico Bulone, Maranda Elam, Matthew Floyd, Fredrick Githae, Rene Hernandez, Jacelyn Jimenez, Nila Kasitati, Clara Know, Mikea Knox, Jeff Peace, Dean Ross, Ellen Smallwood, Ronnie Tilton and Jerrilyn Woodard-Entrekin.

- **Employee Service Recognition**

The following employees received recognition for dedicated service and commitment to the City of Bedford:

Abby Aldrich, Communications – 5 years of service
Stephanie Carrera, Police – 5 years of service

PRESENTATION

- **Presentation and discussion by the Trinity River Authority regarding alternative financing mechanisms for the Tarrant County Water Supply Project and related proposed Capital Improvement Program.**

Matthew Jalbert with the Trinity River Authority (TRA) presented an overview of the Tarrant County Water Supply Project (TCWSP) and recent meetings with customer cities on their Capital Improvement Plan (CIP), including how rates could be gradually increased over time. He stated that the current contracting mechanism with the cities of Bedford and Euless requires the TRA to issue bonds for CIP projects and incur significant debt up front.

Mr. Jalbert explained that the biggest driver in the revised CIP is federal regulations related to the monitoring and reporting of "Per- and Polyfluoroalkyl Substances" (PFAS) in drinking water. He stated that the TRA is required to report PFAS testing results by April 2027 and comply with Maximum Containment Levels (MCLs) by April 2029; however, the Environmental Protection Agency (EPA) recently proposed rules extending the compliance deadline to April 2031 and rescinding regulatory determinations and standards for four additional compounds. Mr. Jalbert further explained that in 2025, the TRA did not have a single quarter without multiple samples over the MCL for "Perfluorooctane Sulfonic Acid" (PFOS). He presented a chart showing PFOS testing results in 2025, including concentration levels from raw water and treated water as well as the sources of the raw water. There was discussion regarding MCLs, possible future EPA restrictions, and whether the 2025 results were an anomaly. Mr. Jalbert confirmed that the TRA has not implemented PFAS mitigation measures.

Mr. Jalbert provided status updates on current CIP projects, including projects at the treatment

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plant, and reviewed the five-year CIP financial outlay, including project drivers. He stated that the total CIP is approximately \$860 million, with PFAS-related treatment plant improvements totaling approximately \$265 million. He explained that construction of the raw water transmission line was shifted out further to move up the priority of the PFAS project to make the rates more sustainable. Mr. Jalbert stated that PFAS treatment costs are estimated at approximately \$2.75 to \$3.00 per gallon. He explained that treatment would be accomplished through granular activated carbon, which would also improve taste and odor and assist in manganese removal. He further discussed pilot testing, the implementation schedule for the PFAS treatment program, and the layout of the future treatment site. There was discussion regarding federal deadlines, pilot testing and implementation schedules, replacement of obsolete ozone generators, the current safety of drinking water, and any potential impacts of delaying other projects to prioritize the PFAS treatment program.

Mr. Jalbert proposed partially funding the CIP through an Extendable Commercial Paper Program (ECP) with an authorization of up to \$400 million. He stated that the ECP has been implemented in all other TRA systems. He explained that as projects move forward, TRA's finance department can let contracts out based on authorization and later evaluate long-term bond issuances based on cash requirements and cash flow. He stated that the ECP would spread the long-term debt issuances over the construction period and provide flexibility for changes in project timelines and construction.

Mr. Jalbert presented a comparison of the cost of service and contract revenue between long-term debt and the ECP and stated that the goal is to have the ECP available by the end of the current fiscal year. He reviewed other potential funding sources, including a program through the Texas Water Development Board and lawsuit settlement payments from various companies. Mr. Jalbert further outlined the next steps for implementing the ECP program, including modifications to the contracts with the cities of Euless and Bedford. There was discussion regarding the estimated 2031 completion date of projects, inflation assumptions included in cost estimates and interest projections, a ten-year outlook for the CIP, potential restraints in the revised contracts, providing annual CIP updates to Council, replacing equipment sooner to spread out the impact of improvement costs, and the potential impact of data centers on the water supply.

CONSIDER APPROVAL OF ITEMS BY CONSENT

City Manager Andrea Roy presented an overview of items on the Consent Agenda.

Motioned by Councilmember Gagliardi, seconded by Mayor Pro Tem Dawkins, to approve the following items by consent: 1 and 2.

Motion approved 6-0-0. Mayor Cogan declared the motion carried.

- 1. Consider approval of the following City Council minutes:**
 - a) May 12, 2026 regular meeting**

This item was approved by consent.

- 2. Consider a resolution authorizing the City Manager to cancel the November 24 and December 22, 2026 regular Council meetings.**

This item was approved by consent.

NEW BUSINESS

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3. Consider a resolution approving a site plan for Lot 1R-3 Block 1 of the Gateway Village Addition for a drive-through restaurant located to the west of North Industrial Blvd, approximately 400 feet north of Airport Fwy, commonly known as 213 N. Industrial Blvd. (SITE-26-1)

Development Director Wes Morrison presented information on this item, which is a site plan approval request for a Chipotle with a drive-through. He explained that the site is an outparcel of the Market at Gateway development and is currently flat and without vegetation, as it was previously cleared for public infrastructure improvements. Mr. Morrison stated the site plan complies with all requirements of the Heavy Commercial Zoning District and the Master Highway Corridor Overlay District (MHC). He reviewed the landscape plan and stated that staff is working with the applicants for all outparcels to ensure cohesive and consistent landscaping throughout the development. He further stated that the building elevations meet the MHC requirements and noted that the Planning and Zoning Commission unanimously recommended approval of the site plan.

In response to questions from Council, Mr. Morrison confirmed that staff would monitor the landscaping to ensure consistency with the remainder of the development. He stated that a traffic study had been completed as part of the overall Market at Gateway development and that all access to the Chipotle site would be internal to the development. There was discussion on a gap in the landscape buffer to accommodate a sidewalk, including the requirement for pedestrian access for all outparcels. There was further discussion regarding the location and screening of the dumpster, including concerns expressed by the Planning and Zoning Commission that it could interfere with the drive-through. Mr. Morrison explained that this would be an operational issue for Chipotle to address. There was further discussion on the purpose of a site plan and the Council's role in reviewing and approving site plans.

Motioned by Councilmember Gagliardi, seconded by Councilmember Donovan Brandon, to approve a resolution approving a site plan for Lot 1R-3 Block 1 of the Gateway Village Addition for a drive-through restaurant located to the west of North Industrial Blvd, approximately 400 feet north of Airport Fwy, commonly known as 213 N. Industrial Blvd. (SITE-26-1)

Motion approved 6-0-0. Mayor Cogan declared the motion carried.

REPORTS

4. Mayor/Council Member Reports

Mayor Cogan reported on attending the celebration for the grand opening celebration for the H-E-B grocery store and thanked Mayor Pro Tem Dawkins and Councilmembers Sabol and Donovan Brandon for attending. He further reported that the traffic impact was not as severe as initially anticipated, which was aided by the City's installation of a traffic signal to improve traffic flow. He thanked the staffs of the cities of Bedford and Euless for their efforts in making the project possible.

Councilmember Donovan Brandon reported on attending the Northeast Fire Department Association open house with City Manager Andrea Roy and other Council Members. She commended the fire department staffs of the participating cities and stated that the organization was an example of collaboration and cooperation among the cities.

Councilmember Gagliardi reported on attending the Public Works ice cream day event and discussed staff's teamwork, including the creation of their own department logo. He further

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commented on the quality of City staff and work products and noted the positive turnaround within the Public Works Department.

5. Report on most recent meeting of the following Boards:

- **Animal Shelter Advisory Board**

No report was given.

- **Beautification Advisory Board**

Mayor Pro Tem Dawkins reported that the Board had been scheduled to meet the previous week but was unable to achieve a quorum. She stated the Board had planned to discuss extending the deadline for the Beautification Awards due to the lack of submissions.

- **Library Advisory Board**

Councilmember Donovan Brandon reported on the success of the HEB Reads! kickoff event, which drew approximately 3,500 to 4,000 participants.

- **Parks and Recreation Advisory Board**

No report was given.

- **Senior Advisory Board**

No report was given.

6. City Manager/Staff Reports

City Manager Andrea Roy discussed the efforts Public Works Director Layne Cline has made with the staff in his department. On behalf of Councilmember Farco, she also reported on attending the International Council of Shopping Centers conference along with Economic Development Manager Christian Smith and representatives from the Hurst-Euless-Bedford Chamber of Commerce and the cities of Euless and Hurst.

7. Take any action necessary as a result of the Executive Session.

Executive Session was not held.

ADJOURNMENT

Mayor Cogan adjourned the meeting at 7:09 p.m.

Daniel S. Cogan, Mayor

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ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Angi Mize, Purchasing Manager

DATE: 06/09/26

Council Strategic Focus Area: Organizational Excellence

ITEM:

Consider a resolution authorizing the City Manager or her designee to enter into a one-year agreement with four one-year renewal options for the purchase of water treatment chemicals and replacement parts from Petra Chemical Company for an annual amount of \$30,726, totaling \$153,630 if all extensions are exercised.

City Attorney Review: N/A **Purchasing Review:** Yes **Budget Review:** Yes
City Manager’s Office Review: ✓

BACKGROUND:

This contract will provide for the annual supply and delivery of water treatment chemicals and related parts necessary for the operation and maintenance of the City’s water and wastewater treatment systems and the City pools. Products will be purchased on an as-needed basis and include Sodium Hypochlorite, Liquid Ammonia Sulfate, and Hydrochloric Acid.

Notice of bid #2026-23 was advertised and distributed to 38 vendors. Two bids were received as shown on the attached tabulation. Although AmeriDyne Industries submitted the apparent low bid, the company has only been in business for six months. The bid specifications require vendors to have a minimum of three years of experience supplying treatment chemicals. Therefore, AmeriDyne Industries is considered non-responsive to the solicitation requirements.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager or her designee to enter into a one-year agreement with four one-year renewal options for the purchase of water treatment chemicals and replacement parts from Petra Chemical Company for an annual amount of \$30,726, totaling \$153,630 if all extensions are exercised.

FISCAL IMPACT:

Various Departmental Operating Budgets: \$30,726

ATTACHMENTS:

[Resolution](#)
[Tabulation](#)

**CITY OF BEDFORD, TEXAS
RESOLUTION NO. 2026-**

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO A ONE-YEAR AGREEMENT WITH FOUR ONE-YEAR RENEWAL OPTIONS FOR THE PURCHASE OF WATER TREATMENT CHEMICALS AND REPLACEMENT PARTS FROM PETRA CHEMICAL COMPANY FOR AN ANNUAL AMOUNT OF \$30,726, TOTALING \$153,630 IF ALL EXTENSIONS ARE EXERCISED.

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these products for day-to-day operations; and,

WHEREAS, the City Council finds that awarding this agreement to Petra Chemical Company is in the best interest of the City of Bedford.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS, THAT:

SECTION 1.

The findings above are found to be true and correct and are incorporated herein in their entirety.

SECTION 2.

The City Council hereby authorizes the City Manager or her designee to enter into a one-year agreement with four one-year renewal options for the purchase of water treatment chemicals and replacement parts from Petra Chemical Company for an annual amount of \$30,726, totaling \$153,630 if all extensions are exercised.

SECTION 3.

Funding will come from the various departmental operating budgets.

PRESENTED AND PASSED this 9th day of June 2026, by a vote of __ ayes, __ nays, and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Daniel S. Cogan, Mayor


ATTEST:

Michael Wells, City Secretary

WATER TREATMENT CHEMICALS & PARTS

RFB #2026-23

TABULATION

				Non-Responsive			
Bid Tabulation Water Treatment Chemicals RFB # 2026-23				AmeriDyne Industries		Petra Chemicals	
				Austin		Dallas	
Ite	Description	QTY	UOM	Unit Price	Extended Pric	Unit Price	Extended Price
1	Sodium Hypochlorite	6,000	Gallons	2.05	\$ 12,300.00	3.09	\$ 18,540.00
2	Ammonia Sulfate Solution	250	Gallons	5.82	\$ 1,455.00	5.90	\$ 1,475.00
3	Hydrochloric Acid (30-gallon drum)	6	Drums	267.30	\$ 1,603.80	118.50	\$ 711.00
4	Miscellaneous Parts (not to exceed)	%	Discount	0%	\$ 10,000.00	0%	\$ 10,000.00
					\$ 25,358.80		\$ 30,726.00
				*only 6 months in business requirements were minimum of three years	*no municipality experience		

SCORECARD



Council Agenda Background

PRESENTER: Marah Aqqad, P.E., City Engineer

DATE: 06/09/26

Council Strategic Focus Area: Quality of Life

ITEM:

Consider a resolution approving the installation of a stop sign at the intersection of Oak Cove Lane and Edgewater Drive.

City Attorney Review: N/A **Purchasing Review:** N/A **Budget Review:** N/A
City Manager's Office Review: ✓

BACKGROUND:

The City received a request from a resident to install a stop sign at the intersection of Oak Cove Lane and Edgewater Drive. Per Article II of the City's Code of Ordinances governing traffic control devices, all stop sign installations require City Council approval. Staff reviewed the request and had no objections to the installation.

Staff is also in the process of updating Article II of the Code of Ordinances to allow for administrative approval of routine traffic control device installations, such as stop signs, without requiring Council action. This amendment will streamline the process for future requests while preserving Council's authority over more significant traffic and roadway changes. That ordinance amendment will be brought to Council for consideration at a future meeting.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution approving the installation of a stop sign at the intersection of Oak Cove Lane and Edgewater Drive.

FISCAL IMPACT:

N/A

ATTACHMENTS:

[Resolution](#)
[Vicinity Map](#)

**CITY OF BEDFORD, TEXAS
RESOLUTION NO. 2026-**

**A RESOLUTION APPROVING THE INSTALLATION OF A STOP SIGN AT THE
INTERSECTION OF OAK COVE LANE AND EDGEWATER DRIVE AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Bedford, Texas, pursuant to Article II of the Code of Ordinances governing traffic control devices, requires City Council approval for the installation of stop signs within the City; and,

WHEREAS, the City received a request for installation of a stop sign at the intersection of Oak Cove Lane and Edgewater Drive; staff reviewed the request, has no objections, and recommends approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS, THAT:

SECTION 1.

The findings above are found to be true and correct and are incorporated herein in their entirety.

SECTION 2.

The City Council of Bedford, Texas hereby approves the installation of a stop sign at the intersection of Oak Cove Lane and Edgewater Drive, and authorizes the City Manager or her designee to take all necessary steps to complete said installation.

SECTION 3.

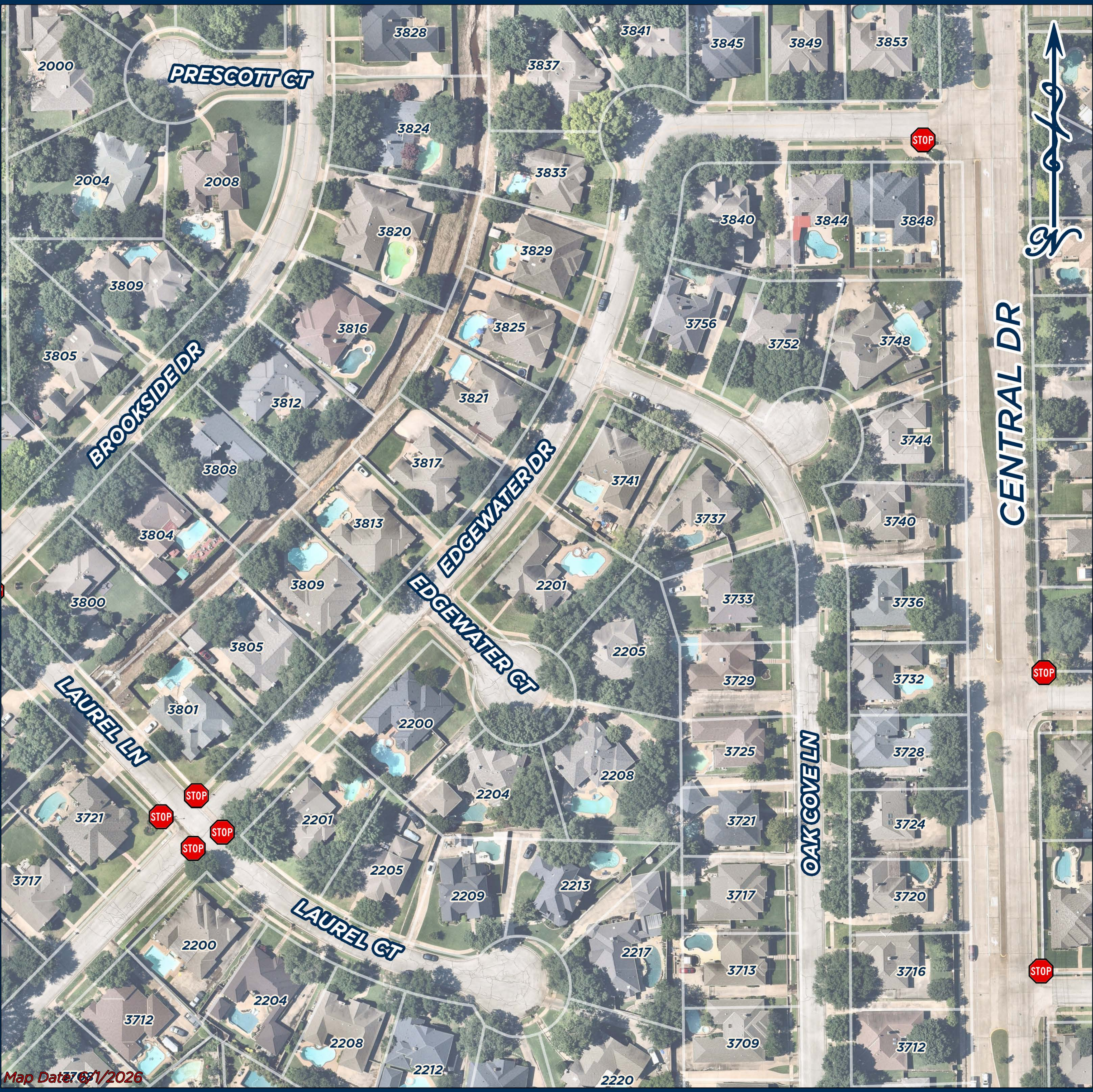
This resolution shall be in full force and effect from and after its date of passage and it is so resolved.

PRESENTED AND PASSED this 9th day of June 2026, by a vote of __ ayes, __ nays, and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Daniel S. Cogan, Mayor

ATTEST:

Michael Wells, City Secretary



PRESCOTT CT

BROOKSIDE DR

EDGEWATER DR

LAUREL LN

LAUREL CT

OAK COVE LN

CENTRAL DR



**CITY OF BEDFORD, TEXAS
RESOLUTION NO. 2026-**

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE A DESIGN CONTRACT WITH FREESE AND NICHOLS, INC. FOR THE DESIGN OF HC-1 BANK STABILIZATION AND SEWER DESIGN IN AN AMOUNT NOT TO EXCEED \$383,500 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas , in performing governmental functions or in paying for performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to be responsive to the needs of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS, THAT:

SECTION 1.

The findings above are found to be true and correct and are incorporated herein in their entirety.

SECTION 2.

The City Council of Bedford, Texas hereby authorizes the City Manager or her designee to enter a design contract with Freese and Nichols, Inc. to design Sanitary Sewer and Bank Stabilization for HC-1 as identified in the Drainage Master Plan, in an amount not to exceed \$383,500.

SECTION 3.

This resolution shall be in full force and effect from and after its date of passage and it is so resolved.

PRESENTED AND PASSED this 9th day of June 2026, by a vote of __ ayes, __ nays, and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Daniel S. Cogan, Mayor

ATTEST:

Michael Wells, City Secretary

February 16, 2026

Marah Aqqad, P.E.
 City Engineer
 City of Bedford

Re: Proposal for HC-1 Bank Stabilization and Sewer Design

Dear Ms. Aqqad:


In response to your request, Freese and Nichols, Inc. is pleased to present this proposal for the above referenced project. A detailed scope of work is attached. This proposal includes the following services and tasks:

Fee Breakdown by Task		
Task	Description	Basic Services
1	Design Management	\$26,200.00
2	Preliminary Design (60 Percent)	\$79,100.00
3	Final Design (90 & 100 Percent)	\$97,600.00
Basic Services Total		\$202,900.00
		Special Services
4	Bid Phase	\$9,200.00
5	Construction Phase	\$43,600.00
6	Easement Documents	\$12,600.00
7	Flood Study	\$24,800.00
8	Topographic Survey and SUE	\$21,600.00
9	Environmental Permitting	\$24,700.00
10	Geotechnical Investigation	\$44,100.00
Special Services Total		\$180,600.00
Project Total		\$383,500.00

Thank you for the opportunity to assist the City of Bedford on this project. If you have any questions, please call me at (817) 735-7509. We will be pleased to discuss this proposal with you and are willing to structure the contract as needed to best meet the needs and goals of the City.

Sincerely,

Freese and Nichols, Inc.


Jonathan Schwartzberg, P.E., CFM
Project Manager

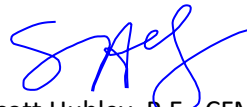

Scott Hubley, P.E., CFM
Vice-President

EXHIBIT A SCOPE OF SERVICES

HC-1 Bank Stabilization and Sewer Design

City of Bedford

PROJECT UNDERSTANDING

Freese and Nichols, Inc., (FNI) has been contracted by the City of Bedford (CITY) to support the design of bank stabilization and sewer improvements along HC-1 located approximately 200 linear feet downstream of Commerce Place. The purpose of the project is to address ongoing bank erosion along the stream that is threatening adjacent properties and infrastructure. As part of this effort, an existing sanitary sewer line located adjacent to the eroding bank will be replaced. Bank stabilization improvements include stabilizing approximately 400 linear feet of bank and replacing 350 linear feet of sanitary sewer. In addition, provisions for replacement, relocation, or protection of private features such as fences, irrigation, and landscaping. As directed by the City, the proposed design will be based on the alternative created as part of the Drainage Masterplan by FNI dated on October 23, 2025.

Below is a description of the scope of services to be provided by FNI, including construction document development, drainage analysis, survey services, environmental permitting, and geotechnical investigation.

BASIC SERVICES

- Task 1. Design Management
- Task 2. Preliminary Design (60 Percent)
- Task 3. Final Design (90 & 100 Percent)

SPECIAL SERVICES

- Task 4. Bid Phase
- Task 5. Construction Phase
- Task 6. Easement Documents
- Task 7. Flood Study
- Task 8. Topographic Survey and SUE
- Task 9. Environmental Permitting
- Task 10. Geotechnical Investigation

BASIC SERVICES

TASK 1 – DESIGN MANAGEMENT

FNI will manage the work outlined in this scope to facilitate efficient and effective use of Engineer's and City's time and resources. FNI will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the City's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team

- Lead, manage and direct team activities.
- Verify quality control is practiced in performance of the work.
- Communicate internally among team members.
- Task and allocate team resources.

1.2. Site Visit

- FNI will perform one (1) design site visit.

1.3. Communications and Reporting

- Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and provide economical and functional designs that meet City requirements. This meeting is assumed to be in person.
- Attend two (2) additional project meetings with City staff as needed. These meetings are assumed to be virtual.
- Prepare invoices and submit monthly in the format requested by the City.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule to the City.
- Identify franchise utility conflicts and notify franchise utility owner. One proposed relocation plan from each identified utility owner will be reviewed. Further coordination is an additional service.

ASSUMPTIONS

- FNI assumes project duration of ten (10) months from notice to proceed for Basic Services.

DELIVERABLES

- A. Meeting summaries with action items
- B. Monthly invoices
- C. Monthly progress reports
- D. Baseline design schedule
- E. Monthly schedule updates with schedule narrative describing any current or anticipated schedule changes.

TASK 2 – PRELIMINARY DESIGN (60 PERCENT)

FNI will develop the preliminary design of the infrastructure as follows:

2.1. Development of Preliminary Design Drawings shall include the following:

- Cover Sheet
- Legend
- General Notes
- Horizontal Control
- Erosion Control
- Overall Project Layout
- Plan and Profile Bank Stabilization Improvements
- Cross Sections of Bank Stabilization Improvements
- Plan and Profile Sewer Improvements
- Bank Stabilization Details
- Sewer Details
- Geotech Details
- Standard Details

2.2. The Preliminary Design Package will include the following:

- Preliminary design drawings
- Opinion of Probable Construction Cost
- Initial compilation of City specs with identified additional specifications needed

2.3. Meetings

- FNI will attend one (1) preliminary design (60%) virtual meeting with City.

ASSUMPTIONS

- City will provide standard documents and standards for use in preparing the contract. It is understood the City expects to procure a contractor using a Competitive Sealed Proposal (CSP) process.
- This scope includes addressing one (1) round of comments to the Preliminary Design documents and such comments, if any, will be incorporated into the Final Design documents. FNI will attend one (1) meeting with the City to review the Preliminary Design documents. FNI will provide written responses to comments provided by the City.
- FNI shall not proceed with Final Design activities without written approval by the City of the Preliminary Design plans.
- Plan sheets will be set up using FNI CAD standards.
- Draft plan sheets will be formatted for 22"x24" sheets. FNI will provide a half scaled 11"x17" pdf.

- One (1) electronic copy (PDF format) of the preliminary design package will be delivered for the 60% design.
- Assumes 2 weeks for City review for Preliminary Design documents.

DELIVERABLES

A. Preliminary Design Package

TASK 3 – FINAL DESIGN (90 & 100 PERCENT)

Upon approval of the Preliminary plans, FNI will prepare construction plans as follows:

3.1 Development of the Final Design Drawings (90%) shall include the following:

- All design elements
- Staging and Access plans as needed.
- All necessary standard and special details.

3.2 The Final Design Package (90%) will include the following:

- Final Design Drawings
- Opinion of Probable Construction Cost
- Specifications book with special specifications included.

3.3 Meetings

- FNI will attend one (1) final design (90%) virtual review meeting with City.

3.4 Construction Documents (100%)

- Following a final design package review meeting with the City, FNI shall submit Final Plans (100%). Each plan sheet shall be stamped, dated, and signed by an engineer registered in the State of Texas.
- FNI shall submit a final design opinion of probable construction cost with the final plans submitted.

ASSUMPTIONS

- All assumptions from Task 2 apply to Task 3.
- One (1) electronic copy (PDF format) of the final design package will be delivered for the 90% and 100% design.
- This scope includes addressing one (1) round of comments to the Final Design documents and such comments, if any, will be incorporated into the Construction Documents. FNI will attend one (1) meeting with the City to review the Final Design documents. FNI will provide written responses to comments provided by the City.
- Assumes 2 weeks for City review for Final Design documents.

DELIVERABLES

- A. 90% construction plans and specifications.
- B. 100% construction plans and specifications.
- C. Detailed estimates of probable construction cost for the authorized construction project, including summaries of bid items and quantities using the City's standard bid items and format.

SPECIAL SERVICES

TASK 4 – BID PHASE

Upon completion of the design services and approval of "Final" drawings and specifications by City, FNI will proceed with the performance of services in this phase as follows:

4.1. Bid Support

- Assist City by responding up to ten (10) questions and interpreting bid documents.
- At City's request, FNI will assist in opening and tabulating the bids received. Provide feedback as requested based on the qualifications information provided by the bidder in accordance with the Competitive Sealed Proposals (CSP) method. The bidding process and all bidding parameters as part of the CSP method will be administered and determined by the City. Recommendation of award of contract or other actions as appropriate to be determined by the City.
- Assist City in the preparation of the City executed construction documents. Provide six (6) sets of construction plans and project manuals with incorporated bid addenda items (if applicable). Distribute four (4) copies of these documents to the contractor with a notice of award that includes directions for the execution of the documents by the construction contractor. Provide City with the remaining two (2) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.

ASSUMPTIONS

- 6 half size (11"x17") plan sets, 6 full size (22"x34") plan sets, and 6 project manuals will be delivered for construction.
- City will lead the bidding process for Competitive Sealed Proposals (CSP) method.

DELIVERABLES

- A. Bid tabulations

B. Construction Documents

TASK 5 – CONSTRUCTION PHASE

FNI shall observe the progress and the quality of work associated with construction and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. FNI will report any observed deficiencies to the City. It is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Sub- Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. Visits to the site more than the specified number are an Additional Service and shall not be performed unless authorized in advance by the City. At the request of the City, and as budget allows, FNI shall:

- 5.1. Provide general representation during construction. This will include the following site visits:
 - Initial construction limit staking
 - Verification of excavation prior to material placement
 - Placement of bank protection
 - Up to two (2) additional site visits, as needed
 - Assist the City in interpreting the construction documents for the CONTRACTOR;
 - Conduct, in company with City representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Visiting the site to review completed work in excess of two trips are an additional service and shall not be performed unless authorized in advance by the City.
- 5.2. After the completion of construction, FNI will provide record drawings of the final constructed project based on data provided by Contractor As-Builts.
 - FNI will compile a plan set incorporating all plan sheet revisions made during construction. This set will be transmitted to the City as the basis for creating an As-Built plan set. The City will be responsible for documenting any changes made in the field or identified by the contractor beyond those which were documented in a sheet revision by FNI.

ASSUMPTIONS

- Five (5) site visits will be attended by FNI
- Ten (10) submittal reviews will be performed by FNI.
- Five (5) RFI responses will be provided by FNI. Up to two (2) design change orders will be performed if requested to address an RFI.

TASK 6 – EASEMENT DOCUMENTS

6.1. Permanent and Temporary Easements

- Provide up to two (2) easement documents for temporary easements signed and sealed by a registered professional land surveyor.
- Copy of existing appraisal district tax card, parent deed or plat, and all other supporting documents will be provided.
- The surveyor will stake instrument corners once final documents have been approved by the City.
- FNI will provide easement documents to City. City will be responsible for acquiring and negotiations of easements with landowner.
- Rework of easement documents due to design revisions is an additional service not included in this scope.

ASSUMPTIONS

- No permanent easements will be needed.

TASK 7 – FLOOD STUDY

FNI will model the proposed improvements to verify its hydraulic function, demonstrate compliance with FEMA regulations, and confirm that the project does not adversely impact adjacent property. Comparison of water surface profiles will be based on 100-year design storm event for the pre-project and post-project conditions under existing hydrologic conditions.

7.1. HC-1 Drainage Analysis

- The effective FEMA model for HC-1, as provided by the City, will be considered the best available data.
- Adequate field survey and cross sections will be added to analyze existing and proposed project conditions within the project footprint.
- FNI will create pre-project and post-project conditions model geometries. The models will be executed in 1D steady-state.
- FNI will provide a table summarizing the pre-project and post-project 100-year water surface elevations and velocities for each cross section and the difference in each.
- FNI will develop maps that show the extent of the 100-year floodplain for comparison between pre-project and post-project conditions.
- Effective discharge values within the hydraulic model will be used for the analysis. Hydrologic input updates are not included in this scope of work.
- Results will be documented in a Drainage Memo.
- Up to one set of comments will be addressed to prepare a final report.

ASSUMPTIONS

- Hydrologic modeling is not included. The analysis will be based on existing hydrologic conditions. Fully Developed hydrologic conditions will not be evaluated in this scope.

- Floodway analysis is not included in this scope.
- CLOMR and LOMR effort not included in the scope.
- Draft Drainage Memo will be submitted with the preliminary design package.
- Assumes 2 weeks for City review.
- FNI will respond to one (1) round of comments from the City. Additional round of comments or significant design change to due to Client or City preference will be considered and additional service.

DELIVERABLES

- Draft and Final Drainage Memo will be delivered digitally (PDF format).

TASK 8 – TOPOGRAPHIC SURVEY AND SUE

8.1. Design Survey

- Establish horizontal and vertical control for the survey limits. The basis of control shall be the City of Bedford geodetic control if available. Otherwise the Allterra-VRS GPS system will be used to establish the horizontal and vertical values.
- Orthorectified imagery will be captured using UAV technology.
- Topographic survey will be performed for the project area. Survey will be collected generally at 25' intervals and at all grade breaks. Surface features will be identified including trees 4" and larger, utility appurtenances, and drainage features. An 811 utility locate request will be performed to identify utilities.
- Securing Right of Entry for the survey work on private property is excluded from this scope and must be coordinated by the City.
- Property research and property corner survey to establish existing property boundaries, rights of way, easements and ownership for the project limits.
- Provide a Subsurface Utility Engineering (SUE) Quality Level B as described below. The SUE shall be performed in accordance with CI/ASCE 38-02.

Quality Level D

- Conduct appropriate investigations (e.g., owner records, county/city records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.

- Develop SUE plan sheets and transfer information on all involved utilities to appropriate design plan sheets, electronic files, and/or other documents as required. Exercise professional judgment to resolve conflicting information. For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

Quality Level C (includes tasks as described for Quality Level D)

- Identify surface features, from project topographic data and from field observations, that are surface appurtenances of subsurface utilities.
- Include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.
- Survey surface features of subsurface utility facilities or systems.
- The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and Quality Level C information.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- Provide Quality Level C to identify overhead utilities on the project and provide the overhead utility information on the SUE plan sheets.

Level B (includes tasks as described for Quality Level C)

- Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system.
- Based on an interpretation of data, mark the indications of utilities on the ground surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.
- Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.
- Resolve differences between designated utilities and utility records and surveyed appurtenances.
- Recommend additional measures to resolve differences if they still exist. Recommendations may include additional or different surface geophysical methods, exploratory excavation, or upgrade to Quality Level A data.
- As an alternative to the physical marking of lines, the ENGINEER may, with CITY's approval, utilize other means of data collection, storage, retrieval, and

reduction, that enables the correlation of surface geophysical data to the project's survey control.

Level A (includes tasks as described for Quality Level B)

- Expose and locate utilities at specific locations.
- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.
- Provide paving thickness and type, where applicable.
- Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.

ASSUMPTIONS

- Level A SUE is not included.

TASK 9 – ENVIRONMENTAL PERMITTING

It is assumed that the project will be subject to permitting under Section 404 of the Clean Water Act. It is expected that the project can be permitted under a Nationwide Permit with a Preconstruction Notification to the U.S. Army Corps of Engineers (USACE). Additional USACE coordination and application submittals may be required. See Additional Services for those services which FNI can perform as an additional authorization if needed.

9.1. Environmental Coordination and Pedestrian Survey

- FNI environmental scientists will coordinate with the project Engineers at approximately alternatives analysis, 60-, and 90-percent design to determine if the proposed project improvements have been designed to meet environmental permit requirements.
- FNI will compile readily available existing information and prepare maps of the proposed project. The types of information that will be gathered will include U.S. Geological Survey (USGS) 7.5-minute topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Natural Resources Conservation Service (NRCS) soils maps, as well as recent and historical aerial photographs of the site and other relevant sources.
- FNI environmental scientists will conduct a pedestrian survey of the proposed project area. HC-1 Ordinary High-Water Marks (OHWMs) in the project area will either be marked with pin flags on the east and west banks within the proposed project limits for surveyors to tie-in or the OHWM location data will be collected with a handheld GPS unit, or both. Additional information, including potential federally listed threatened and endangered species habitat observations.

9.2. USACE Coordination

- FNI Environmental Scientists will prepare and submit a Pre-Application Meeting Request and coordinate with the U.S. Army Corps of Engineers (USACE) Fort Worth District Regulatory Office to schedule a meeting. FNI assumes that this meeting will be held via conference call or video conference. FNI Environmental Scientists will prepare meeting materials, meet with Regulatory Office personnel to discuss Clean Water Act Section 404 permitting options for the proposed project, and prepare meeting minutes.
- FNI assumes that the proposed project can be authorized under Nationwide Permit 13 (NWP 13; *Bank Stabilization*). It is FNI's understanding that the proposed project design may exceed the NWP 13 threshold limit of one cubic yard per running foot of fill below the OHWM. If the NWP limits are exceeded, FNI will request for this limit to be waived by the USACE District Engineer. If the NWP 13 threshold limit is exceeded and cannot be waived by the USACE District Engineer, an individual permit (IP) application may be required for project authorization. An IP application can be prepared as an additional service. FNI will finalize the draft NWP 13 PCN, based on input from the City and the design team, and submit the PCN to the USACE.
- FNI Environmental Scientists will prepare a draft NWP 13 Pre-construction notification (PCN) for the proposed project and submit the document to the City for review. Comments from the City will be incorporated into the document. This scope assumes that the only affected water of the U.S. will be HC-1 and that a preliminary jurisdictional determination (PJD) form will suffice. This scope also assumes that the proposed bank stabilization repairs will not require compensatory mitigation; therefore, it does not include coordination with a mitigation bank or preparation of a compensatory mitigation plan.

9.3. THC Coordination

- Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. NWP General Condition 20, *Historic Properties*, requires compliance with Section 106 of the National Historic Preservation Act. FNI will draft a letter to the THC that describes the proposed project and request concurrence regarding the requirement for an archaeological survey. The draft coordination letter will be submitted to the City for review and comments from the City will be incorporated into the letter before submittal to the THC. An archaeological survey can be provided by FNI as an additional service, if required.

DELIVERABLES

- Delineation Report
- Draft & Final PCN
- THC Letter

TASK 10 – GEOTECHNICAL INVESTIGATION

The geotechnical investigation will include field exploration, laboratory testing, geotechnical engineering analysis, and reporting. The purpose of the investigation will be to provide anticipated subsurface conditions and geotechnical design parameters for the bank stabilization design.

10.1. Field Investigation

- Conduct one (1) half day site visit prior to exploration activities to determine suitable locations, coordinate with the CITY and utility locators, and determine accessibility. Texas 811 will be notified prior to commencement of the field exploration activities to locate existing underground utilities.
- Subcontract a drilling contractor to drill borings and collect samples of the subgrade materials at the selected locations.
 - The exploration will include 2 exploratory borings within the vicinity of the stream. Boring depths will be 30 feet below the existing ground surface based on existing bank height conditions and proposed improvements.
 - The borings will be advanced using standard rotary drilling equipment with hollow stem augers or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be tested in situ using the Texas Cone Penetration (TCP) test, as appropriate for the material encountered. If needed, some rock material will be cored using a rock core barrel to collect intact rock samples.
 - Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling.
 - The borings will be backfilled with soil cuttings upon completion of drilling. Borings located on existing pavement will be cored, and the pavement surface will be patched upon completion.
 - The borings will be logged in the field by an Engineer or Geologist. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

10.2. Laboratory Testing

- Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification of the subsurface materials.

- FNI will select samples for laboratory testing, assign tests, and review the test results.
- Laboratory tests will be assigned for the specific subsurface materials. Testing will include general soil index and classification testing and shear strength testing necessary for geotechnical analyses of the drainage concept design. The testing is expected to include:
 - Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - Moisture content
 - Unconfined compression testing
 - Unconsolidated-undrained triaxial testing

10.3. Geotechnical Engineering Analysis, Reporting and Design

- Review exploratory boring data and laboratory test results to identify and categorize subsurface conditions along the channel. Utilize boring data with field survey data to develop scaled profiles.
- Develop shear strength characterizations and geotechnical design parameters.
- Perform necessary global stability analysis to determine configuration and design elements of geotechnical stabilizations techniques. The analysis will be performed on one representative cross section for the proposed bank stabilization design. The analyses will include slope stability, bearing capacity, expansive soil movement potential and external stability checks.
- Prepare a Technical Memorandum of the geotechnical exploration to include the following:
 - Summarize the analyses and conceptual design. The memorandum will include a summary of the subgrade conditions, soil properties and shear strength parameters, geotechnical design parameters, results and summaries of the analyses performed, and other general recommendations related to the design and analysis.
 - Documentation of the procedures used to develop shear strength characterizations and geotechnical design parameters based on the boring and laboratory test data.
 - Results of the global stability analysis along with recommendations to be considered in design.

- Appendix with copies of the boring logs, laboratory test results, and exhibits showing the boring locations.
- Develop up to three (3) detail sheets, including section views, details, and general notes for the bank stabilization for the 60%, 90%, and 100% design submittals.
- Prepare technical specifications, as necessary, for the bank stabilization design for the 60%, 90%, and 100% design submittals.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

CITY of Bedford and FNI agree that the following services are beyond the Scope of Services described in the tasks above. However, FNI can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to FNI as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Field layouts or the furnishing of construction line and grade surveys.
- Coordination or permitting other than as described in the scope.
- Survey and SUE services other than those stated in the scope.
- Preparation of FEMA (CLOMR or LOMR) submittals.
- Negotiation of easements or property acquisition.
- Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- Furnishing the services of a Resident Project Representative to act as CITY's on-site representative during the Construction Phase.
- Assisting Client in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- Assisting Client in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- Services required to resolve bid protests or to rebid the projects for any reason.
- Visits to the site in excess of the number of trips included in this scope for periodic site visits, coordination meetings, or contract completion activities.

- Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- Providing value Engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- Provide follow-up professional services during Contractor's warranty period.
- Presence/absence surveys or formal coordination with the U.S. Fish and Wildlife Service in regard to federally listed threatened/endangered species.
- Phase I/II Environmental Site Assessment.
- Identification of tree species and/or preparation of a tree mitigation plan required due to tree ordinance compliance.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
- Other environmental services not specifically defined in this scope of services.
- Archaeological Investigation.
- Preparation of a compensatory mitigation plan.

**EXHIBIT B
PROJECT BUDGET SUMMARY**

Fee Breakdown by Task			
	Task	Description	Budget
Basic Services (Lump Sum)	1	Design Management	\$26,200.00
	2	Preliminary Design - 60%	\$79,100.00
	3	Final Design – 90% & 100%	\$97,600.00
	Subtotal		\$202,900.00
Special Services (Cost Plus Max)	4	Bid Phase	\$9,200.00
	5	Construction Phase	\$43,600.00
	6	Easement Documents	\$12,600.00
	7	Flood Study	\$24,800.00
	8	Topographic Survey and SUE	\$21,600.00
	9	Environmental Permitting	\$24,700.00
	10	Geotechnical Investigation	\$44,100.00
	Subtotal		\$180,600.00
Total		\$383,500.00	

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the design phase services within 300 days from Notice to Proceed.

If FNI’s services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation.

AGREEMENT
BETWEEN
THE CITY OF BEDFORD, TEXAS
AND
FREESE AND NICHOLS, INC.
FOR
PROFESSIONAL SERVICES

Made as of the 2 day of June 2026:

Between City: **The City of Bedford, Texas**
 1805 L. Don Dodson Drive
 Bedford, Texas 76021
 Telephone: (817) 952-2144

and Consultant: **Freese and Nichols, Inc.**
 801 Cherry Street
 Suite 2800
 Fort Worth, Texas 76102
 Telephone: (817) 735-7300

for the following Project: **HC-1 Bank Stabilization and Sewer Design**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Bedford, Texas, a home-rule municipality ("City"), and **Freese and Nichols, Inc.**, a Texas Corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage the services of Consultant to provide professional civil engineering services for **HC-1 Bank Stabilization and Sewer Design** ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
CONSULTANTS SERVICES**

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City ("**Change Order(s)**").
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Order by the Bedford City Manager will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed, written Change Order shall be preceded by the Bedford City Council's authorization for the Bedford City Manager to execute said Change Order.
 - 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE BEDFORD CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.

- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – City shall designate, when necessary, a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City or the authorized Project Manager shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's Services. The Project Manager is not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be:
(a) for Basic Services, on a lump sum basis in an amount not to exceed TWO HUNDRED TWO THOUSAND, NINE HUNDRED DOLLARS (\$202,900.00) and
(b) for Special Services, on an hourly basis in an amount not to exceed ONE HUNDRED EIGHTY THOUSAND, SIX HUNDRED DOLLARS (\$180,600.00) shall be paid in accordance with this Article 3 and the Project Budget Summary as set forth in Exhibit B.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in Exhibit C, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated

herein by reference for all purposes.

- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (“Contractor”) and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant’s Fee and considered to be within the Scope of Services as defined under this Agreement.
- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submitting documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents (“Construction Documents”) as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.
- 3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended (“Barriers Act”), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant’s Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation (“TDLR”). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist (“RAS”) at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of

construction.

- 3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship, or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.
- 3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form (“Form”) for each subject building or facility within the Scope of the Project and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.
- 3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant shall be notified in writing of the results; however, it is Consultant’s responsibility to obtain TDLR’s written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.
- 3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.
- 3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

- 3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts stated in the Project Budget Summary set forth in Exhibit B, and consistent with Exhibit D, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant’s subsequent payment for Services; provided, however, that this shall not be City’s sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in Exhibit A of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph (“Additional Services”) and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit A.
 - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
 - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
 - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit A.
 - 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on direct billable labor rates and expenses.
 - 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

COMPENSATION

ATTACHMENT CO

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	109	207
Professional 2	119	214
Professional 3	137	315
Professional 4	172	357
Professional 5	238	392
Professional 6	249	462
Construction Manager 1	119	161
Construction Manager 2	137	214
Construction Manager 3	154	228
Construction Manager 4	172	277
Construction Manager 5	242	319
Construction Manager 6	259	389
Construction Representative 1	95	112
Construction Representative 2	105	133
Construction Representative 3	133	161
Construction Representative 4	151	217
CAD Technician/Designer 1	91	140
CAD Technician/Designer 2	112	210
CAD Technician/Designer 3	154	259
Corporate Project Support 1	70	182
Corporate Project Support 2	91	259
Corporate Project Support 3	95	368
Intern / Coop	74	102

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Gauge (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2026.

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- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the charges submitted on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of **Article 3.5** of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of **Article 3.6** of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay

any invoice submitted by Consultant if Consultant breached any provision(s) herein.

- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City’s prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant’s permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City’s own risk.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant’s professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant’s professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV’T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT’S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-

renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANTS’ ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for

examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **Exhibit F** and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Form 1295 Certificate of Interested Parties, attached hereto as **Exhibit G** and incorporated herein for all purposes, and the Conflict-of-Interest Questionnaire, Form CIQ, attached hereto as **Exhibit H** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT shall indemnify and hold the CITY harmless against any liability for damages to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or another entity over which the CONSULTANT exercises control, to the full extent authorized under Section 271.904(a) of the Texas Local Government Code.

ARTICLE 11 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via a hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to it at:

Marah Aqqad, P.E.
City Engineer
City of Bedford
1805 L. Don Dodson Drive
Bedford, Texas 76021-6109
Telephone: (817) 952-2144
Email: marah.aqqad@bedfordtx.gov

If to Consultant, addressed to it at:

Scott Hubley, P.E.
Principal and Vice-President
Freese and Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
Telephone: 817-735-7300
Email: skh@freese.com

ARTICLE 12 MISCELLANEOUS

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “H,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:
- 12.1.1 **Exhibit A**, Scope of Services.
 - 12.1.2 **Exhibit B**, Project Budget Summary.
 - 12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).
 - 12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
 - 12.1.5 **Exhibit E**, Contractor Insurance Guidelines.
 - 12.1.6 **Exhibit F**, Prohibited Interest Affidavit.

12.1.7 **Exhibit G**, Form 1295 Certificate of Interested Parties.

12.1.8 **Exhibit H**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit H** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G**, **Exhibit H** or **Exhibit A** shall prevail in that order.

- 12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.
- 12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorney's fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Tarrant County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

- 12.16 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2026-2027 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2026-2027 fiscal year unless and until such funds are budgeted.

12.23 **Reference to Consultant** – When referring to “Consultant,” this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.24 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Bedford, Texas,
a Texas home-rule municipality

CONSULTANT:

Freese and Nichols, Inc.

By: _____

Andrea Roy
City Manager

By: _____



Scott Hubley, P.E.
Principal and Vice-President

APPROVED AS TO FORM:

Bryn Meredith
City Attorney

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANDREA ROY, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; SHE ACKNOWLEDGED TO ME THAT SHE IS THE CITY MANAGER AND DULY AUTHORIZED REPRESENTATIVE FOR THE **CITY OF BEDFORD, TEXAS**, A TEXAS HOME-RULE MUNICIPALITY, AND THAT SHE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

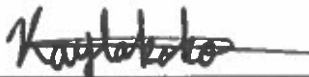
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

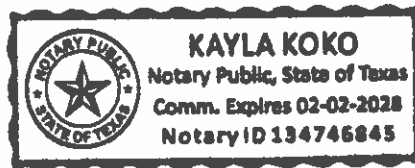
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SCOTT HUBLEY, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; THEY ACKNOWLEDGED TO ME THAT THEY ARE DULY AUTHORIZED REPRESENTATIVE FOR **FREES AND NICHOLS, INC.**, AND THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2 DAY OF June , 2026.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 02-02-2028



**EXHIBIT A
SCOPE OF SERVICES**

**HC-1 Bank Stabilization and Sewer Design
City of Bedford**

PROJECT UNDERSTANDING

Freese and Nichols, Inc., (FNI) has been contracted by the City of Bedford (CITY) to support the design of bank stabilization and sewer improvements along HC-1 located approximately 200 linear feet downstream of Commerce Place. The purpose of the project is to address ongoing bank erosion along the stream that is threatening adjacent properties and infrastructure. As part of this effort, an existing sanitary sewer line located adjacent to the eroding bank will be replaced. Bank stabilization improvements include stabilizing approximately 400 linear feet of bank and replacing 350 linear feet of sanitary sewer. In addition, provisions for replacement, relocation, or protection of private features such as fences, irrigation, and landscaping. As directed by the City, the proposed design will be based on the alternative created as part of the Drainage Masterplan by FNI dated on October 23, 2025.

Below is a description of the scope of services to be provided by FNI, including construction document development, drainage analysis, survey services, environmental permitting, and geotechnical investigation.

BASIC SERVICES

- Task 1. Design Management
- Task 2. Preliminary Design (60 Percent)
- Task 3. Final Design (90 & 100 Percent)

SPECIAL SERVICES

- Task 4. Bid Phase
- Task 5. Construction Phase
- Task 6. Easement Documents
- Task 7. Flood Study
- Task 8. Topographic Survey and SUE
- Task 9. Environmental Permitting
- Task 10. Geotechnical Investigation

BASIC SERVICES

TASK 1 – DESIGN MANAGEMENT

FNI will manage the work outlined in this scope to facilitate efficient and effective use of Engineer's and City's time and resources. FNI will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the City's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team

- Lead, manage and direct team activities.
- Verify quality control is practiced in performance of the work.
- Communicate internally among team members.
- Task and allocate team resources.

1.2. Site Visit

- FNI will perform one (1) design site visit.

1.3. Communications and Reporting

- Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and provide economical and functional designs that meet City requirements. This meeting is assumed to be in person.
- Attend two (2) additional project meetings with City staff as needed. These meetings are assumed to be virtual.
- Prepare invoices and submit monthly in the format requested by the City.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule to the City.
- Identify franchise utility conflicts and notify franchise utility owner. One proposed relocation plan from each identified utility owner will be reviewed. Further coordination is an additional service.

ASSUMPTIONS

- FNI assumes project duration of ten (10) months from notice to proceed for Basic Services.

DELIVERABLES

- A. Meeting summaries with action items
- B. Monthly invoices
- C. Monthly progress reports
- D. Baseline design schedule
- E. Monthly schedule updates with schedule narrative describing any current or anticipated schedule changes.

TASK 2 – PRELIMINARY DESIGN (60 PERCENT)

FNI will develop the preliminary design of the infrastructure as follows:

2.1. Development of Preliminary Design Drawings shall include the following:

- Cover Sheet
- Legend
- General Notes
- Horizontal Control
- Erosion Control
- Overall Project Layout
- Plan and Profile Bank Stabilization Improvements
- Cross Sections of Bank Stabilization Improvements
- Plan and Profile Sewer Improvements
- Bank Stabilization Details
- Sewer Details
- Geotech Details
- Standard Details

2.2. The Preliminary Design Package will include the following:

- Preliminary design drawings
- Opinion of Probable Construction Cost
- Initial compilation of City specs with identified additional specifications needed

2.3. Meetings

- FNI will attend one (1) preliminary design (60%) virtual meeting with City.

ASSUMPTIONS

- City will provide standard documents and standards for use in preparing the contract. It is understood the City expects to procure a contractor using a Competitive Sealed Proposal (CSP) process.
- This scope includes addressing one (1) round of comments to the Preliminary Design documents and such comments, if any, will be incorporated into the Final Design documents. FNI will attend one (1) meeting with the City to review the Preliminary Design documents. FNI will provide written responses to comments provided by the City.
- FNI shall not proceed with Final Design activities without written approval by the City of the Preliminary Design plans.
- Plan sheets will be set up using FNI CAD standards.
- Draft plan sheets will be formatted for 22"x24" sheets. FNI will provide a half scaled 11"x17" pdf.

- One (1) electronic copy (PDF format) of the preliminary design package will be delivered for the 60% design.
- Assumes 2 weeks for City review for Preliminary Design documents.

DELIVERABLES

A. Preliminary Design Package

TASK 3 – FINAL DESIGN (90 & 100 PERCENT)

Upon approval of the Preliminary plans, FNI will prepare construction plans as follows:

3.1 Development of the Final Design Drawings (90%) shall include the following:

- All design elements
- Staging and Access plans as needed.
- All necessary standard and special details.

3.2 The Final Design Package (90%) will include the following:

- Final Design Drawings
- Opinion of Probable Construction Cost
- Specifications book with special specifications included.

3.3 Meetings

- FNI will attend one (1) final design (90%) virtual review meeting with City.

3.4 Construction Documents (100%)

- Following a final design package review meeting with the City, FNI shall submit Final Plans (100%). Each plan sheet shall be stamped, dated, and signed by an engineer registered in the State of Texas.
- FNI shall submit a final design opinion of probable construction cost with the final plans submitted.

ASSUMPTIONS

- All assumptions from Task 2 apply to Task 3.
- One (1) electronic copy (PDF format) of the final design package will be delivered for the 90% and 100% design.
- This scope includes addressing one (1) round of comments to the Final Design documents and such comments, if any, will be incorporated into the Construction Documents. FNI will attend one (1) meeting with the City to review the Final Design documents. FNI will provide written responses to comments provided by the City.
- Assumes 2 weeks for City review for Final Design documents.

DELIVERABLES

- A. 90% construction plans and specifications.
- B. 100% construction plans and specifications.
- C. Detailed estimates of probable construction cost for the authorized construction project, including summaries of bid items and quantities using the City's standard bid items and format.

SPECIAL SERVICES

TASK 4 – BID PHASE

Upon completion of the design services and approval of "Final" drawings and specifications by City, FNI will proceed with the performance of services in this phase as follows:

4.1. Bid Support

- Assist City by responding up to ten (10) questions and interpreting bid documents.
- At City's request, FNI will assist in opening and tabulating the bids received. Provide feedback as requested based on the qualifications information provided by the bidder in accordance with the Competitive Sealed Proposals (CSP) method. The bidding process and all bidding parameters as part of the CSP method will be administered and determined by the City. Recommendation of award of contract or other actions as appropriate to be determined by the City.
- Assist City in the preparation of the City executed construction documents. Provide six (6) sets of construction plans and project manuals with incorporated bid addenda items (if applicable). Distribute four (4) copies of these documents to the contractor with a notice of award that includes directions for the execution of the documents by the construction contractor. Provide City with the remaining two (2) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.

ASSUMPTIONS

- 6 half size (11"x17") plan sets, 6 full size (22"x34") plan sets, and 6 project manuals will be delivered for construction.
- City will lead the bidding process for Competitive Sealed Proposals (CSP) method.

DELIVERABLES

- A. Bid tabulations

B. Construction Documents

TASK 5 – CONSTRUCTION PHASE

FNI shall observe the progress and the quality of work associated with construction and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. FNI will report any observed deficiencies to the City. It is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Sub- Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. Visits to the site more than the specified number are an Additional Service and shall not be performed unless authorized in advance by the City. At the request of the City, and as budget allows, FNI shall:

- 5.1. Provide general representation during construction. This will include the following site visits:
 - Initial construction limit staking
 - Verification of excavation prior to material placement
 - Placement of bank protection
 - Up to two (2) additional site visits, as needed
 - Assist the City in interpreting the construction documents for the CONTRACTOR;
 - Conduct, in company with City representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Visiting the site to review completed work in excess of two trips are an additional service and shall not be performed unless authorized in advance by the City.
- 5.2. After the completion of construction, FNI will provide record drawings of the final constructed project based on data provided by Contractor As-Builts.
 - FNI will compile a plan set incorporating all plan sheet revisions made during construction. This set will be transmitted to the City as the basis for creating an As-Built plan set. The City will be responsible for documenting any changes made in the field or identified by the contractor beyond those which were documented in a sheet revision by FNI.

ASSUMPTIONS

- Five (5) site visits will be attended by FNI
- Ten (10) submittal reviews will be performed by FNI.
- Five (5) RFI responses will be provided by FNI. Up to two (2) design change orders will be performed if requested to address an RFI.

TASK 6 – EASEMENT DOCUMENTS

6.1. Permanent and Temporary Easements

- Provide up to two (2) easement documents for temporary easements signed and sealed by a registered professional land surveyor.
- Copy of existing appraisal district tax card, parent deed or plat, and all other supporting documents will be provided.
- The surveyor will stake instrument corners once final documents have been approved by the City.
- FNI will provide easement documents to City. City will be responsible for acquiring and negotiations of easements with landowner.
- Rework of easement documents due to design revisions is an additional service not included in this scope.

ASSUMPTIONS

- No permanent easements will be needed.

TASK 7 – FLOOD STUDY

FNI will model the proposed improvements to verify its hydraulic function, demonstrate compliance with FEMA regulations, and confirm that the project does not adversely impact adjacent property. Comparison of water surface profiles will be based on 100-year design storm event for the pre-project and post-project conditions under existing hydrologic conditions.

7.1. HC-1 Drainage Analysis

- The effective FEMA model for HC-1, as provided by the City, will be considered the best available data.
- Adequate field survey and cross sections will be added to analyze existing and proposed project conditions within the project footprint.
- FNI will create pre-project and post-project conditions model geometries. The models will be executed in 1D steady-state.
- FNI will provide a table summarizing the pre-project and post-project 100-year water surface elevations and velocities for each cross section and the difference in each.
- FNI will develop maps that show the extent of the 100-year floodplain for comparison between pre-project and post-project conditions.
- Effective discharge values within the hydraulic model will be used for the analysis. Hydrologic input updates are not included in this scope of work.
- Results will be documented in a Drainage Memo.
- Up to one set of comments will be addressed to prepare a final report.

ASSUMPTIONS

- Hydrologic modeling is not included. The analysis will be based on existing hydrologic conditions. Fully Developed hydrologic conditions will not be evaluated in this scope.

- Floodway analysis is not included in this scope.
- CLOMR and LOMR effort not included in the scope.
- Draft Drainage Memo will be submitted with the preliminary design package.
- Assumes 2 weeks for City review.
- FNI will respond to one (1) round of comments from the City. Additional round of comments or significant design change to due to Client or City preference will be considered and additional service.

DELIVERABLES

- Draft and Final Drainage Memo will be delivered digitally (PDF format).

TASK 8 – TOPOGRAPHIC SURVEY AND SUE

8.1. Design Survey

- Establish horizontal and vertical control for the survey limits. The basis of control shall be the City of Bedford geodetic control if available. Otherwise the Allterra-VRS GPS system will be used to establish the horizontal and vertical values.
- Orthorectified imagery will be captured using UAV technology.
- Topographic survey will be performed for the project area. Survey will be collected generally at 25' intervals and at all grade breaks. Surface features will be identified including trees 4" and larger, utility appurtenances, and drainage features. An 811 utility locate request will be performed to identify utilities.
- Securing Right of Entry for the survey work on private property is excluded from this scope and must be coordinated by the City.
- Property research and property corner survey to establish existing property boundaries, rights of way, easements and ownership for the project limits.
- Provide a Subsurface Utility Engineering (SUE) Quality Level B as described below. The SUE shall be performed in accordance with CI/ASCE 38-02.

Quality Level D

- Conduct appropriate investigations (e.g., owner records, county/city records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.

- Develop SUE plan sheets and transfer information on all involved utilities to appropriate design plan sheets, electronic files, and/or other documents as required. Exercise professional judgment to resolve conflicting information. For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

Quality Level C (includes tasks as described for Quality Level D)

- Identify surface features, from project topographic data and from field observations, that are surface appurtenances of subsurface utilities.
- Include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.
- Survey surface features of subsurface utility facilities or systems.
- The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and Quality Level C information.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- Provide Quality Level C to identify overhead utilities on the project and provide the overhead utility information on the SUE plan sheets.

Level B (includes tasks as described for Quality Level C)

- Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system.
- Based on an interpretation of data, mark the indications of utilities on the ground surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.
- Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.
- Resolve differences between designated utilities and utility records and surveyed appurtenances.
- Recommend additional measures to resolve differences if they still exist. Recommendations may include additional or different surface geophysical methods, exploratory excavation, or upgrade to Quality Level A data.
- As an alternative to the physical marking of lines, the ENGINEER may, with CITY's approval, utilize other means of data collection, storage, retrieval, and

reduction, that enables the correlation of surface geophysical data to the project's survey control.

Level A (includes tasks as described for Quality Level B)

- Expose and locate utilities at specific locations.
- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.
- Provide paving thickness and type, where applicable.
- Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.

ASSUMPTIONS

- Level A SUE is not included.

TASK 9 – ENVIRONMENTAL PERMITTING

It is assumed that the project will be subject to permitting under Section 404 of the Clean Water Act. It is expected that the project can be permitted under a Nationwide Permit with a Preconstruction Notification to the U.S. Army Corps of Engineers (USACE). Additional USACE coordination and application submittals may be required. See Additional Services for those services which FNI can perform as an additional authorization if needed.

9.1. Environmental Coordination and Pedestrian Survey

- FNI environmental scientists will coordinate with the project Engineers at approximately alternatives analysis, 60-, and 90-percent design to determine if the proposed project improvements have been designed to meet environmental permit requirements.
- FNI will compile readily available existing information and prepare maps of the proposed project. The types of information that will be gathered will include U.S. Geological Survey (USGS) 7.5-minute topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Natural Resources Conservation Service (NRCS) soils maps, as well as recent and historical aerial photographs of the site and other relevant sources.
- FNI environmental scientists will conduct a pedestrian survey of the proposed project area. HC-1 Ordinary High-Water Marks (OHWMs) in the project area will either be marked with pin flags on the east and west banks within the proposed project limits for surveyors to tie-in or the OHWM location data will be collected with a handheld GPS unit, or both. Additional information, including potential federally listed threatened and endangered species habitat observations.

9.2. USACE Coordination

- FNI Environmental Scientists will prepare and submit a Pre-Application Meeting Request and coordinate with the U.S. Army Corps of Engineers (USACE) Fort Worth District Regulatory Office to schedule a meeting. FNI assumes that this meeting will be held via conference call or video conference. FNI Environmental Scientists will prepare meeting materials, meet with Regulatory Office personnel to discuss Clean Water Act Section 404 permitting options for the proposed project, and prepare meeting minutes.
- FNI assumes that the proposed project can be authorized under Nationwide Permit 13 (NWP 13; *Bank Stabilization*). It is FNI's understanding that the proposed project design may exceed the NWP 13 threshold limit of one cubic yard per running foot of fill below the OHWM. If the NWP limits are exceeded, FNI will request for this limit to be waived by the USACE District Engineer. If the NWP 13 threshold limit is exceeded and cannot be waived by the USACE District Engineer, an individual permit (IP) application may be required for project authorization. An IP application can be prepared as an additional service. FNI will finalize the draft NWP 13 PCN, based on input from the City and the design team, and submit the PCN to the USACE.
- FNI Environmental Scientists will prepare a draft NWP 13 Pre-construction notification (PCN) for the proposed project and submit the document to the City for review. Comments from the City will be incorporated into the document. This scope assumes that the only affected water of the U.S. will be HC-1 and that a preliminary jurisdictional determination (PJD) form will suffice. This scope also assumes that the proposed bank stabilization repairs will not require compensatory mitigation; therefore, it does not include coordination with a mitigation bank or preparation of a compensatory mitigation plan.

9.3. THC Coordination

- Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. NWP General Condition 20, *Historic Properties*, requires compliance with Section 106 of the National Historic Preservation Act. FNI will draft a letter to the THC that describes the proposed project and request concurrence regarding the requirement for an archaeological survey. The draft coordination letter will be submitted to the City for review and comments from the City will be incorporated into the letter before submittal to the THC. An archaeological survey can be provided by FNI as an additional service, if required.

DELIVERABLES

- Delineation Report
- Draft & Final PCN
- THC Letter

TASK 10 – GEOTECHNICAL INVESTIGATION

The geotechnical investigation will include field exploration, laboratory testing, geotechnical engineering analysis, and reporting. The purpose of the investigation will be to provide anticipated subsurface conditions and geotechnical design parameters for the bank stabilization design.

10.1. Field Investigation

- Conduct one (1) half day site visit prior to exploration activities to determine suitable locations, coordinate with the CITY and utility locators, and determine accessibility. Texas 811 will be notified prior to commencement of the field exploration activities to locate existing underground utilities.
- Subcontract a drilling contractor to drill borings and collect samples of the subgrade materials at the selected locations.
 - The exploration will include 2 exploratory borings within the vicinity of the stream. Boring depths will be 30 feet below the existing ground surface based on existing bank height conditions and proposed improvements.
 - The borings will be advanced using standard rotary drilling equipment with hollow stem augers or rotary wash methods. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be tested in situ using the Texas Cone Penetration (TCP) test, as appropriate for the material encountered. If needed, some rock material will be cored using a rock core barrel to collect intact rock samples.
 - Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling.
 - The borings will be backfilled with soil cuttings upon completion of drilling. Borings located on existing pavement will be cored, and the pavement surface will be patched upon completion.
 - The borings will be logged in the field by an Engineer or Geologist. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

10.2. Laboratory Testing

- Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification of the subsurface materials.

- FNI will select samples for laboratory testing, assign tests, and review the test results.
- Laboratory tests will be assigned for the specific subsurface materials. Testing will include general soil index and classification testing and shear strength testing necessary for geotechnical analyses of the drainage concept design. The testing is expected to include:
 - Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - Moisture content
 - Unconfined compression testing
 - Unconsolidated-undrained triaxial testing

10.3. Geotechnical Engineering Analysis, Reporting and Design

- Review exploratory boring data and laboratory test results to identify and categorize subsurface conditions along the channel. Utilize boring data with field survey data to develop scaled profiles.
- Develop shear strength characterizations and geotechnical design parameters.
- Perform necessary global stability analysis to determine configuration and design elements of geotechnical stabilizations techniques. The analysis will be performed on one representative cross section for the proposed bank stabilization design. The analyses will include slope stability, bearing capacity, expansive soil movement potential and external stability checks.
- Prepare a Technical Memorandum of the geotechnical exploration to include the following:
 - Summarize the analyses and conceptual design. The memorandum will include a summary of the subgrade conditions, soil properties and shear strength parameters, geotechnical design parameters, results and summaries of the analyses performed, and other general recommendations related to the design and analysis.
 - Documentation of the procedures used to develop shear strength characterizations and geotechnical design parameters based on the boring and laboratory test data.
 - Results of the global stability analysis along with recommendations to be considered in design.

- Appendix with copies of the boring logs, laboratory test results, and exhibits showing the boring locations.
- Develop up to three (3) detail sheets, including section views, details, and general notes for the bank stabilization for the 60%, 90%, and 100% design submittals.
- Prepare technical specifications, as necessary, for the bank stabilization design for the 60%, 90%, and 100% design submittals.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

CITY of Bedford and FNI agree that the following services are beyond the Scope of Services described in the tasks above. However, FNI can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to FNI as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Field layouts or the furnishing of construction line and grade surveys.
- Coordination or permitting other than as described in the scope.
- Survey and SUE services other than those stated in the scope.
- Preparation of FEMA (CLOMR or LOMR) submittals.
- Negotiation of easements or property acquisition.
- Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- Furnishing the services of a Resident Project Representative to act as CITY's on-site representative during the Construction Phase.
- Assisting Client in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- Assisting Client in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- Services required to resolve bid protests or to rebid the projects for any reason.
- Visits to the site in excess of the number of trips included in this scope for periodic site visits, coordination meetings, or contract completion activities.

- Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- Providing value Engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- Provide follow-up professional services during Contractor's warranty period.
- Presence/absence surveys or formal coordination with the U.S. Fish and Wildlife Service in regard to federally listed threatened/endangered species.
- Phase I/II Environmental Site Assessment.
- Identification of tree species and/or preparation of a tree mitigation plan required due to tree ordinance compliance.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
- Other environmental services not specifically defined in this scope of services.
- Archaeological Investigation.
- Preparation of a compensatory mitigation plan.

**EXHIBIT B
PROJECT BUDGET SUMMARY**

Fee Breakdown by Task			
	Task	Description	Budget
Basic Services (Lump Sum)	1	Design Management	\$26,200.00
	2	Preliminary Design - 60%	\$79,100.00
	3	Final Design – 90% & 100%	\$97,600.00
	Subtotal		\$202,900.00
Special Services (Cost Plus Max)	4	Bid Phase	\$9,200.00
	5	Construction Phase	\$43,600.00
	6	Easement Documents	\$12,600.00
	7	Flood Study	\$24,800.00
	8	Topographic Survey and SUE	\$21,600.00
	9	Environmental Permitting	\$24,700.00
	10	Geotechnical Investigation	\$44,100.00
	Subtotal		\$180,600.00
Total		\$383,500.00	

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the design phase services within 300 days from Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation.

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

Computer Aided Design and Drafting (CADD)
Not Applicable for this Scope of Work

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANTS' RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submitting these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time,

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

**EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES**

I. REQUIREMENT OF GENERAL LIABILITY INSURANCE –

- A. All policies shall name the City of Bedford, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers' compensation insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

A. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

Coverage Required	Limits
<u> X </u> 1. Worker's Compensation & Employer's Liability	<ul style="list-style-type: none"> ▪ Statutory Limits of the State of Texas
<u> X </u> 2. General Liability	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u> 3. XCU Coverage	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.

**EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES**

- X 4. Professional Liability
- Minimum \$ 1,000,000.00 each claim;
 - Minimum \$ 2,000,000.00 in the aggregate.
-
5. Umbrella Coverage or Excess Liability Coverage
- An amount of \$ 2,000,000.00.
-
- X 6. City named as additional insured on General Liability Policy. This coverage is primary to all other coverage the City may possess.
- X 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.
- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title and bid number.
11. Other Insurance Requirements (State Below):

**EXHIBIT F
AFFIDAVIT**

THE STATE OF TEXAS

§
§
§

THE COUNTY OF TARRANT

I, Scott Hubley, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

Ownership of ten percent (10%) or more of the voting shares of the business entity.

Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.

Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

Other: _____.

None of the Above.

Upon filing this affidavit with the City of Bedford, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the TEX. GOV'T CODE, is a member of a public body which took action on the agreement.

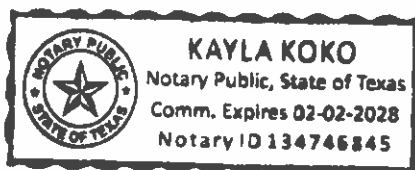
Signed this 2 day of June, ~~2025~~-2026



Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Scott Hubley and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 2 day of June, ~~2025~~-2026





Notary Public in and for the State of Texas

**EXHIBIT G
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

<p>CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">N/A _____ Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">N/A</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>	

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Freese and Nichols, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

June 2, 2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

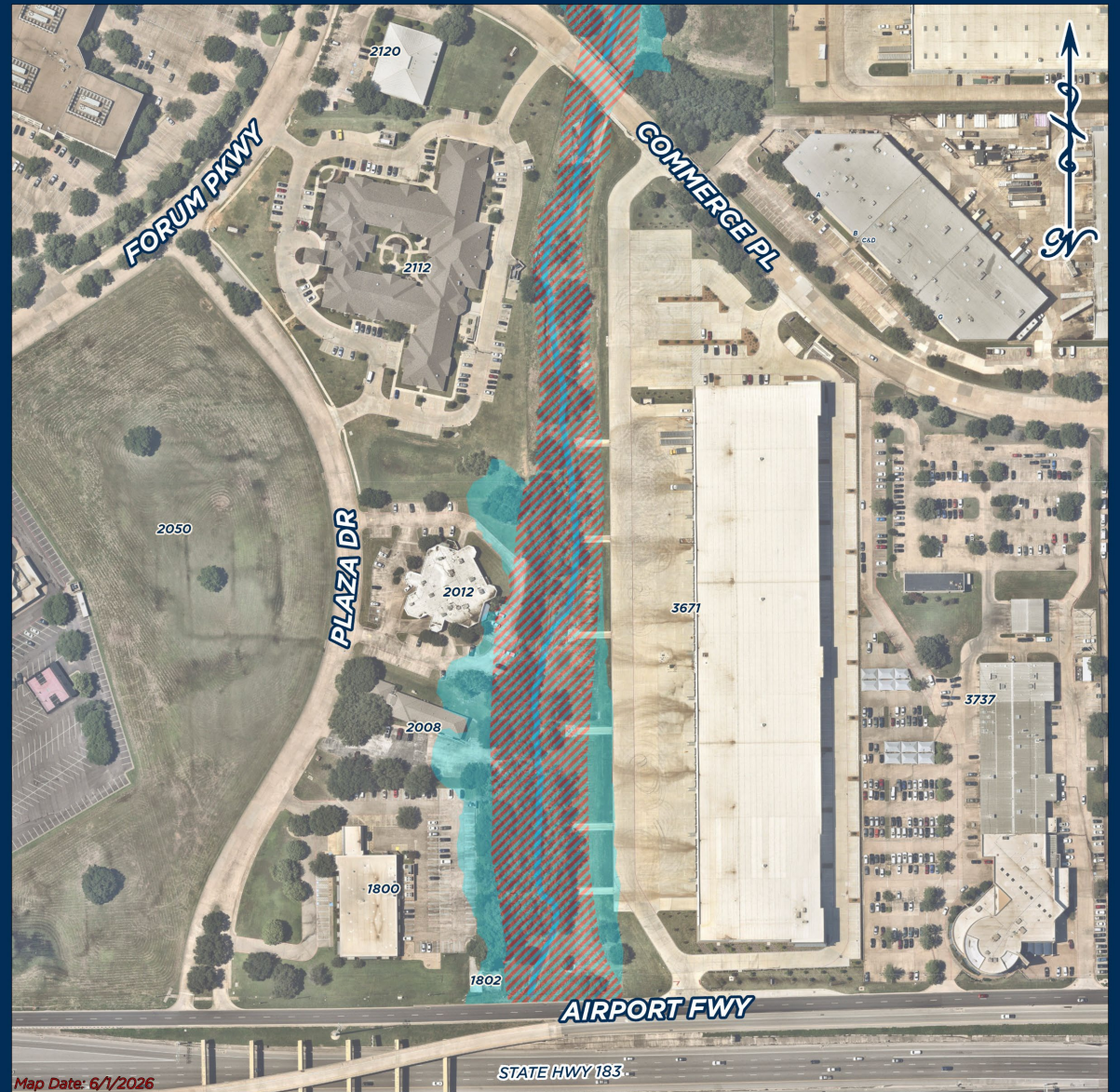
(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HC-1 Bank Stabilization and Sewer Design

Professional Services
Agreement



Project Background

- Drainage Master Plan identified significant creek erosion adjacent to an existing Sanitary Sewer line
- Sewer infrastructure is at risk of failure without channel stabilization





Next Steps

- Freese and Nichols selected as design consultant
- Contract includes:
 - Preliminary and Detailed Design
 - Final Construction Document
 - Construction Administration/Construction Observation

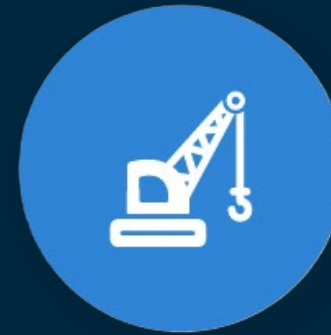
Cost Distribution and Schedule

Stormwater Fund



Design \$383,500

Summer 2026 - Summer 2027



Construction \$867,000

Summer 2027

Recommendation/Action Requested

Approval of a resolution authorizing the City Manager or her designee to execute a design contract with Freese and Nichols, Inc. for the design of HC-1 Bank Stabilization and Sewer Design in an amount not to exceed \$383,500.

Questions/Comments